

ORDINANCE NO. 2014- 30

AN ORDINANCE AUTHORIZING ACQUISITION OF EASEMENT IN AND TO A PORTION OF PREMISES KNOWN AS LOT 7 IN BLOCK 4002, FOR ELECTRIC DISTRIBUTION PURPOSES.

WHEREAS, there is a need for the City of Vineland Electric Utility to acquire an easement for the construction and maintenance of a line or lines of aerial and/or underground plant, equipment and appurtenant facilities as the Utility deems necessary and proper for the transmission and distribution of electric energy, and the operation of a communication system or systems within the limits of property known as Lot 7 in Block 4002, owned by Z and D Realty, LLC, for the purpose of providing service to said lot, as more particularly described in the attached Utility Easement; now, therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VINELAND THAT:

1. In accordance with New Jersey Local Lands and Buildings Law (N.J.S.A. 40A:12-1 et seq.), the acquisition of an easement in and to a portion of premises known as Lot 7 in Block 4002, City of Vineland Tax Map, for utility purposes is hereby authorized, for the sum of One Dollar.

2. The Mayor and Clerk of the City of Vineland are hereby authorized to execute all such documents as may be necessary or appropriate to effectuate said acquisition of easement, and to record said easement in the office of the Cumberland County Clerk.

Passed first reading:

Passed final reading:

Approved by the Mayor:

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



June 27, 2014

TO: Denise Monaco, Assistant Business Administrator

FROM: Whitney Peters, Senior Engineer  
*WP*

SUBJECT: Deed of Easement  
619 E. Landis Avenue  
Block 4002, Lot 7

VMEU obtained the attached signed Deed of Easement, Z and D Realty, LLC, to provide electric service to the property at 619 E. Landis Avenue, Block 4002, Lot 7. Please process the needed ordinance and have the deed filed with the County. When completed, please forward a copy of the final recorded deed to my attention.

Thank you for your timely cooperation in this matter. Should you have any questions, please feel free to contact me at Extension 4303.

Approved:

A handwritten signature in black ink, appearing to read "J. Isabella", is written over a horizontal line.

Joseph A. Isabella  
Director

WP/tld

Attachment: Original, Signed Deed of Easement

DEED OF EASEMENT

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, BETWEEN, Z & D Realty, LLC, hereinafter known as the "GRANTOR",

AND, City of Vineland Electric Utility, a New Jersey Municipal Corporation having its principal offices at City Hall, Seventh and Wood Streets, City of Vineland, County of Cumberland, New Jersey, and

Verizon Telephone Company, a New Jersey Corporation having its principal offices at 540 Broad Street, City of Newark, County of Essex, New Jersey,

collectively hereinafter known as the "GRANTEES".

WHEREAS, the Grantor is the owner in fee simple of a certain tract or development of real property situate in the City of Vineland, County of Cumberland, New Jersey, commonly known as 619 E. Landis Ave., and designated as Lot(s) 7 in Block(s) 4002, on the City of Vineland Tax Map; and,

WHEREAS, the Grantor does agree to convey an EASEMENT IN PERPETUITY to the Grantees for their use, occupancy and enjoyment and the use, occupancy and enjoyment of their associated and affiliated companies, licensees, successors in interest and assigns, in connection with the provision of electric power, communication services, and cable television services, upon the conditions, covenants, premises and terms set forth hereunder, for the mutual benefit of both Grantor and Grantees;

NOW THEREFORE WITNESSETH: In consideration of these premises and the sum of ONE AND NO/100 DOLLAR (\$1.00) paid to the Grantor by the Grantees, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

FIRST: Grantor does hereby GRANT AND CONVEY unto Grantees and their associated and affiliated companies, licensees, successors in interest and assigns, an EASEMENT IN PERPETUITY in, under, through, upon, over and across the hereinbefore described lands of Grantor, with full rights, privileges and authority for Grantees to enter upon same from time to time, WITHOUT NOTICE to Grantor, for the repairing, replacing, rebuilding, removing and perpetually operating, maintaining and using poles, wires, cables, conduits, ducts, pipes, manholes, handholes, transformers, transformer pads, switches, switch enclosures, switch enclosure pads, service pedestals, regulator vent poles and other fixtures, appurtenances and facilities which Grantees may, in their exclusive discretion and sole judgment, deem necessary or proper for electric power distribution and/or transmission, communication services, and cable television services; together with such free and unlimited access to, egress and ingress in, from and over all points of said Easement Area, WITHOUT NOTICE to Grantor, as is reasonable or necessary for the full use, occupancy and enjoyment of said Easement.

SECOND: Said Easement Area shall be more particularly described herein:

See Attached Legal Description

Preparer's Signature:

Preparer's Printed Name:

THIRD: Grantor generally warrants the rights, privileges and authority herein granted and conveyed and does further warrant that Grantees shall have quiet possession of the within Easement, free from all claims and encumbrances; and Grantor will execute and deliver to Grantees such further documents and assurances that may become necessary in connection therewith.

FOURTH: Grantor does further grant and convey to Grantees, the right, privilege and authority to trim, cut and remove, WITHOUT NOTICE to Grantor, such tree branches, roots, shrubs, plants, trees and vegetation which might, within the exclusive discretion and sole judgment of Grantees, interfere or threaten the safe, proper or convenient use, maintenance or operation of the electric power, communication or cable television facilities within the Easement Area.

FIFTH: Grantor shall have the right to use, occupy and enjoy the surface and air space above the Easement Area for any purpose which does not, within the exclusive discretion and sole judgment of Grantees, interfere or threaten the safe, proper or convenient use, occupancy or enjoyment of same by Grantees; except that Grantors shall not construct, place or permit any buildings, fences, pavement or structures or improvements in, under, through, over or across the Easement Area, nor cause or permit any change in grade of the Easement Area once any of the facilities of the Grantees are installed, without first obtaining the written approval of each Grantee.

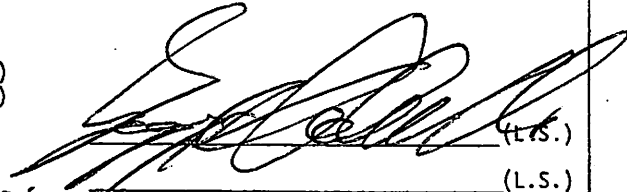
SIXTH: Grantees shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner and with a minimum of inconvenience to the Grantor; and any damage done to the land or premises of Grantor shall be promptly repaired and restored to its condition immediately prior to damage, at the sole cost and expense of the Grantee proximately causing such damage.

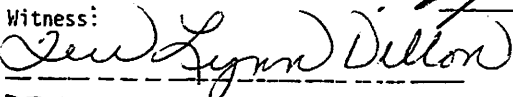
SEVENTH: Grantees agree to abide by the terms and conditions herein on their part to be performed and shall be deemed signatories hereto, and the provisions of this indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their heirs, successors in interest, licensees and assigns. The agreements, conditions, covenants and promises herein contained are intended to be covenants running with the land.

EIGHTH: Grantee shall have the right to assign in whole or in part its interest or any part thereof in the property hereby conveyed.

IN WITNESS WHEREOF, the Grantor has duly signed and sealed these presents the day and year first above written.

Signed, sealed and delivered )  
in the presence of )

  
(L.S.)  
(L.S.)

Witness:  


**TERI LYNN DILLON**  
Commission # 2167091  
Notary Public, State of New Jersey  
My Commission Expires  
July 21, 2014

STATE OF NEW JERSEY, COUNTY OF

SS.:

I CERTIFY that on \_\_\_\_\_, 19

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the \_\_\_\_\_ secretary of \_\_\_\_\_ the corporation named in the attached Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is \_\_\_\_\_ the \_\_\_\_\_ President of the corporation;
- (c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this Deed;
- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$ \_\_\_\_\_  
(Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on \_\_\_\_\_, 19

.....

.....  
(Print name of attesting witness below signature)

Prepared by: .....  
N.J.S.A.46:15-13 (Print signer's name below signature)

STATE OF NEW JERSEY, COUNTY OF

SS.:

I CERTIFY that on \_\_\_\_\_, 19 \_\_\_\_\_,

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached Deed as of \_\_\_\_\_ the corporation named in this Deed;
- (b) the proper corporate seal was affixed;
- (c) this Deed was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors; and
- (d) the full and actual consideration paid or to be paid for the transfer of title is \$ \_\_\_\_\_ (Such consideration is defined in N.J.S.A. 46:15-5.)

Prepared by:

.....  
(Print name and title below signature)

.....  
N.J.S.A. 46:15-1.3 (Print signer's name below signature)

**CITY OF VINELAND**

VINELAND, NEW JERSEY 08390

STATE OF NEW JERSEY )  
                                  )  
COUNTY OF CUMBERLAND )

BE IT REMEMBERED, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
before me, the subscriber, personally appeared \_\_\_\_\_  
\_\_\_\_\_, who I am satisfied \_\_\_\_\_ the person(s)  
named in and who executed the within Instrument, and thereupon \_\_\_\_\_  
acknowledged that \_\_\_\_\_ signed, sealed and delivered the same as  
\_\_\_\_\_ act and deed, for the uses and purposes therein expressed.

\_\_\_\_\_  
(Notary Public)

(SEAL)

Description of a 10 feet wide Electric Easement  
Across Lot 7 Block 4002 Tax Map Sheet 40  
City of Vineland,  
County of Cumberland, NJ

All that certain parcel of land situate in the City of Vineland, County of Cumberland, State of New Jersey, also being known as a 10 feet wide electric easement and being more particularly described as follows:

BEGINNING at a point in the common corner of lots 7 and 8; thence

1. North 82 degrees, 00 minutes, 00 seconds west, along the common line of lot 7 and 19, a distance of 50 feet to a point; thence
2. North 08 degrees, 00 minutes, 00 seconds West, along the common line of lots 7 and 6, a distance of 10.00 feet, to a point; thence
3. North 82 degrees, 00 minutes, 00 seconds East, a distance of 50 feet, across lot 7, to a point on the westerly line of lot 8; thence
4. South 08 degrees, 00 minutes, 00 seconds East, a distance of 10.00 feet to the Point and Place of BEGINNING.

Containing within said bounds 500 square feet of land, more or less.

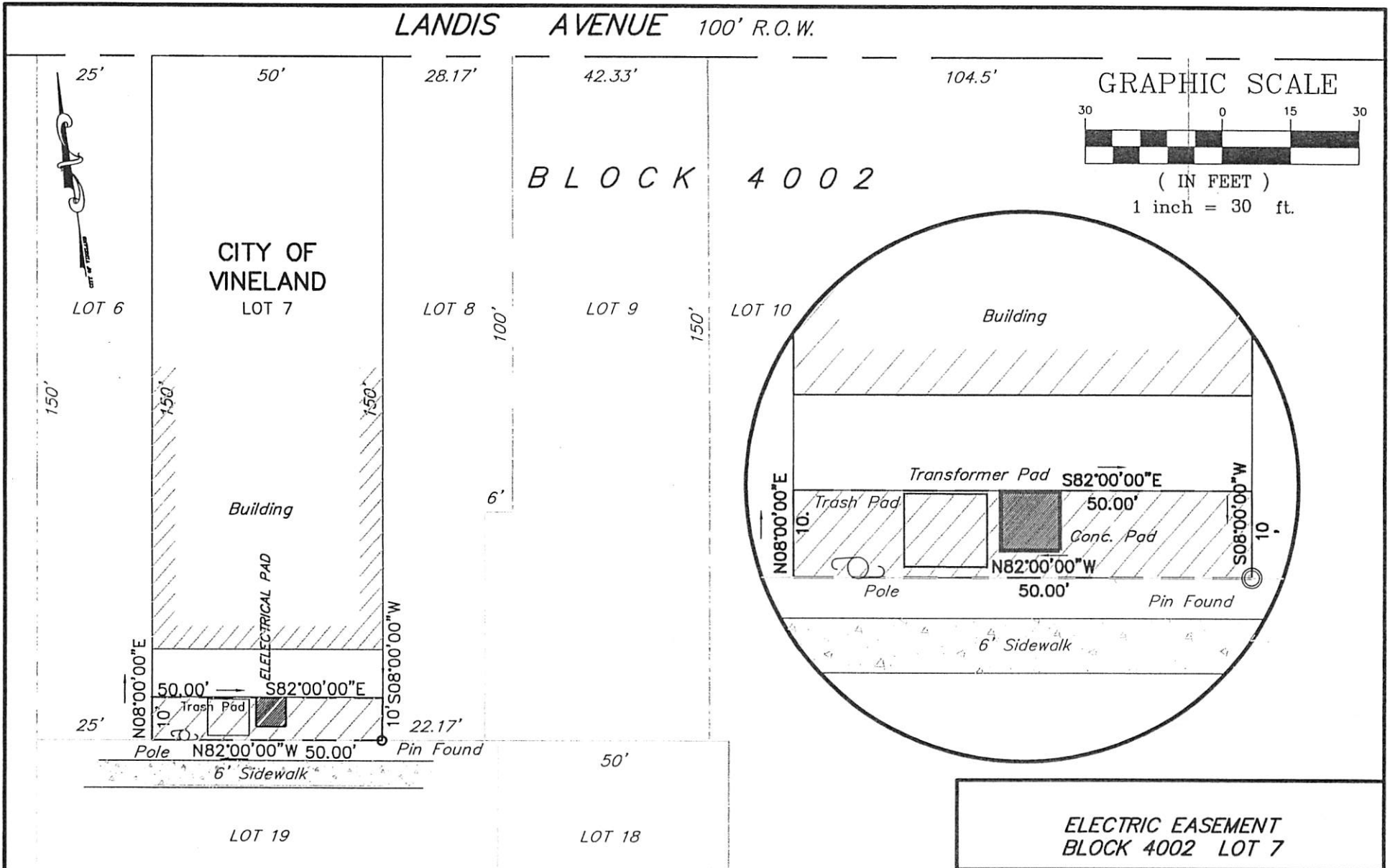
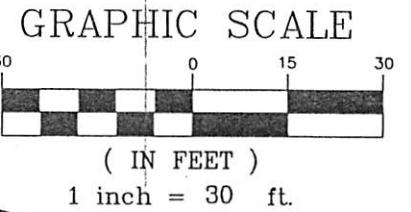
  
Joseph Ucciferri PLS Lic. # 36284  
Municipal Land Surveyor





**LANDIS AVENUE 100' R.O.W.**

**BLOCK 4002**



  
**JOSEPH UCCIFERRI**  
 Professional Land Surveyor  
 N.J. License No. 36284

**BRIAN N. MYERS**  
 Professional Engineer  
 N.J. License No. 43753

<b>ELECTRIC EASEMENT BLOCK 4002 LOT 7</b>	
<b>ENGINEER'S OFFICE BRIAN N. MYERS</b> CITY ENGINEER <b>CITY OF VINELAND</b> CUMBERLAND COUNTY NEW JERSEY	SCALE: 1"=30' DATE: 5/3/14 FILE NO: DRAWN BY: j.jones CKD: SHEET-
	